

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**
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ETHAN RYAN FORD and EMILIO GOMEZ,

1:21-cv-09262 (~~GHW~~)(~~RWL~~) (JGLC)

Plaintiff,

- against -

PROPOSED ORDER

AUDREY SIGNS, INC., BOB BLACK and
HARRIET BLACK,

Defendants.

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WHEREAS, Plaintiffs Ethan Ryan Ford (“Ford”) and Emilio Gomez (“Gomez”) (collectively, “Plaintiffs”), filed the above-captioned action against Defendants Audrey Signs, Inc. (the “Company”), Bob Black (“Mr. Black”), Harriet Black (“Mrs. Black”) (collectively, “Defendants”) (together with Plaintiffs “the Parties”);

WHEREAS, on February 1, 2024, the Parties reached a settlement in principle of Plaintiffs’ claims against Defendants, subject to the Court’s approval of the parties’ Settlement Agreement (the “Agreement”);

WHEREAS, on May 7, 2024, the Parties publicly filed the fully executed Agreement for the Court’s approval, along with a joint motion for approval of the Agreement, and the Parties consent to Judge Clarke’s jurisdiction for review of the joint motion for approval of the Agreement;

WHEREAS, within the Agreement, the Parties consented to the jurisdiction of the District Court for the Southern District of New York for the purposes of enforcing the Agreement;

WHEREAS, within the Agreement, Defendants agreed to pay Plaintiffs, *inter alia*, a first installment payment within thirty (30) days of the Court’s approval of the settlement and then the remaining five payments every thirty days thereafter;

WHEREAS, as an exhibit incorporated into the Agreement, Defendants executed Affidavits Confessing Judgment, to be filed with the Court in the event of their failure to make the payments to Plaintiffs described in the Agreement timely and in full;

WHEREAS, on May 8, 2024, the Court approved the Agreement and dismissed Plaintiffs claims against Defendants;

WHEREAS, Defendants failed to make the fifth installment payment on or before January 1, 2025, and failed to timely cure their default after receiving notice of default;

WHEREAS, Defendants failed to make the sixth installment payment on or before February 1, 2025, and failed to timely cure their default after receiving notice of default;

WHEREAS, Plaintiffs moved this Court for enforcement of the Agreement and entry of a judgment in their favor and against Defendants;

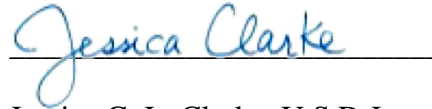
WHEREAS, the Court has considered all arguments made in support and in opposition of Plaintiffs' motion;

WHEREAS, the Court finds that Defendants has breached the Agreement and, having been provided with notice of their breach, failed to cure the breach within the period provided for by the Agreement;

IT IS HEREBY **ORDERED**, as follows:

1. Judgment shall be entered in favor of Plaintiffs and against Defendants;
2. Within five calendar days of entry of this Order, Defendants shall pay Plaintiffs the amount of \$59,250.00 pursuant to the Agreement, plus pre-judgment in the amount of \$584.38.
3. The Clerk of the Court shall enter the attached judgment on the Court's docket; and
4. The judgment shall accrue interest at the rate of 9% per annum, until fully satisfied.

Dated: New York, New York
April 28, 2025



Jessica G. L. Clarke, U.S.D.J.